

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:  
TIMOTHY & JAMIE RUARK,  
Debtor(s) )  
                        )  
                        ) Case No. 14-48118  
                        ) Chapter 13  
                        )

CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts:**

\$1,225.00 per month for 60 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

- (1) Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit and Additional Child Tax Credit (Line 65 or Form 1040 or Line 39 of Form 1040A), each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to the debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below.**

**However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:**

1. **Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

Creditor Name	Total Amount Due	Cure Period
	\$	

3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

Creditor Name	Monthly Payment	By Debtor / Trustee

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

Creditor Name	Monthly Payment	Est. Months Remaining

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 5 below.

Creditor Name	Monthly Payment

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

Creditor Name	Monthly Payment	Debtor / Trustee
Wells Fargo	\$1,211.00	Debtor
Wells Fargo (second)	\$333.00	Debtor
HSBC (third)	\$210.00	Debtor

(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

Creditor Name	Total Amount Due	Interest Rate

4. **Attorney Fees.** Pay Debtor's attorney \$1,700.00 in equal monthly payments over 12

months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below.

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

Creditor	Total Amount Due	Cure Period	Interest Rate	Total w/ interest
Wells Fargo	\$0	48 months	0 %	\$0
Wells Fargo	\$0	48 months	0 %	\$0
HSBC	\$0	48 months	0 %	\$0

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 4.75 % interest.

Creditor	Est. Balance Due	Repay Period	Total w/ interest
Capital One	\$5,618.00	60 months	\$6,322.80

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 4.75 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

Creditor	Balance Due	FMV	Repay Period	Total w/ interest
Ally Financial	\$12,530.00	\$21,000.00	60 months	\$14,101.20
De Soto Mo Pac CU	\$3,652.00	\$9,700.00	60 months	\$4,110.00

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

Creditor	Est. Balance	Trustee/Co-Debtor	Period	Interest Rate

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$2,000.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

Creditor Name	Est. total Due	Trustee / Co-Debtor	Interest Rate

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid directly by Debtor(s).

Creditor	Total Due	Total Amount Paid by Trustee

(100% or lesser dollar amount enumerated here)

8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

Creditor Name	Total Amount Due
MDOR (state income)	\$127.00
MDOR (sales tax)	\$700.00

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$37,171.66. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$66,053.40. Debtor guarantees a minimum of \$66,053.40 will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

Creditor	Collateral

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

Creditor	Contract / Lease

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: 10/15/14 DEBTOR: /s/ Timothy Ruark

DATE: 10/15/14 DEBTOR: /s/ Jamie Ruark

**Certificate of Service**

I hereby certify that copies of the foregoing were mailed to John V. LaBarge, Jr., Chapter 13 Trustee, P.O. Box 430908, St. Louis, MO 63143, and all creditors attached this 15<sup>th</sup> day of October, 2014.

Brinkman & Alter, LLC

By: /s/ C Scott Brinkman  
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Bill Me Later  
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Atlanta, GA 30348-5658

Bk Of Amer  
4060 Ogletown/Stanton Rd  
Newark, DE 19713

Cap1/ymaha  
Po Box 5253  
Carol Stream, IL 60197

Capital 1 Bank  
Attn: General Correspondence  
Po Box 30285  
Salt Lake City, UT 84130

Cda/pontiac  
Attn:Bankruptcy  
Po Box 213  
Streator, IL 61364

Chase  
201 N. Walnut St//Del-1027  
Wilmington, DE 19801

Citibank Sd, Na  
Attn: Centralized Bankruptcy  
Po Box 20363  
Kansas City, MO 64195

Citibank Usa  
Citicorp Credit Services/Attn:Centralize  
Po Box 20363  
Kansas City, MO 64195

De Soto Mo Pac Credit Union  
418A North Main Street  
De Soto, MO 63020

Dell Financial Services  
Dell Financial Services Attn: Bankruptcy  
Po Box 81577  
Austin, TX 78708

GECRB/ PayPal Buyer credit  
Attn: Bankruptcy  
Po Box 103104  
Roswell, GA 30076

GECRB/Care Credit  
Attn: bankruptcy  
Po Box 103104  
Roswell, GA 30076

Genpact Services, LLC  
PO Box 1969  
Southgate, MI 48195-0969

Hsbc/mscpi  
Po Box 9068  
Brandon, FL 33509

IRS  
1222 Spruce Street  
Saint Louis, MO 63103

Missouri Department of Revenue  
PO Box 385  
Jefferson City, MO 65105

Mohela/dept Of Ed  
633 Spirit Dr  
Chesterfield, MO 63005

Northstar Locations Services, LLC  
4285 Genesee Street  
Buffalo, NY 14225-1943

Ntl Crdt Sys  
117 E 24th St  
New York, NY 10010

SIMM Associates, Inc.  
800 Pencader Drive  
Newark, DE 19702

United Recovery Systems  
PO Box 722929  
Houston, TX 77272-2929

Viking Client Services, Inc.  
PO Box 44997  
Eden Prairie, MN 55344-2697

Wells Fargo Hm Mortgag  
Po Box 10335  
Des Moines, IA 50306

Wf Fin Bank  
Attention: Bankruptcy  
Po Box 10438  
Des Moines, IA 50306

Worlds Foremost Bank N  
Po Box 82608  
Lincoln, NE 68521